IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 2298 OF 2005

IN

SUIT NO.1190 OF 2004

ICICI Bank Ltd. ...Plaintiff.

vs.

Saddiq Salem Khan & another. ...Defendants.

Ms.Kokila Karla i/b. H & M.Legal Associates, for Plaintiff.

None for Defendants.

CORAM: D.K.DESHMUKH,J.

DATED: 22nd March, 2007.

P.C.:-

1. This is a notice of motion taken out by the plaintiff. The learned Counsel appearing for plaintiff states that the defendants have been served. Affidavit of service has been filed. The defendants are not appearing. There is no affidavit in reply filed. In the absence of any affidavit in reply, accepting the averments in the affidavit filed in

support of the notice of motion at face value, the notice of motion is granted in terms of prayer clause (a) excluding the bracketed portion. The Receiver shall initially take only symbolic possession and shall offer agency to the defendants. The defendants be appointed as agents of the Receiver in possession on usual terms and conditions including the royalty and security.

2. Till the Receiver takes possession, ad-interim in terms of prayer clause (b) shall operate.

The notice of motion is disposed of.